

FILED
IN CLERKS OFFICE
US DISTRICT COURT E.D.N.Y.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

★ FEB 07 2012 ★

BROOKLYN OFFICE

**Caroline Mayorga
On behalf of herself and all others similarly
situated**

Plaintiff

v.

First Resolution Investment Corporation

Sharinn & Lipshie, P.C.

Christopher Volpe

Ronald Lipshie

Harvey Sharinn

Angel Page

John Does # 1 – 10

Defendants

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Case No.:

CV 12 - 587

IRIZARRY, J.

POHORELSKY, M.J.

PLAINTIFF'S ORIGINAL COMPLAINT AND JURY DEMAND

Plaintiff CAROLINE MAYORGA, on behalf of herself and all others similarly situated, brings suit against defendants for their violations of the Fair Debt Collection Practices Act, 15 U.S.C. 1692, *et seq.* and N.Y. Gen. Bus. Law § 349 *et seq.* against Defendant debt collectors for systematically filing hundreds of time barred lawsuits in New York, in support would show as follows.

A. JURISDICTION AND VENUE

1. The Court has federal question jurisdiction over the lawsuit because the action arises under the Fair Debt Collection Practices Act, 15 U.S.C. 1692, *et seq.*, (FDCPA). Jurisdiction of the Court arises under 28 U.S.C. 1331 in that this dispute involves predominant issues of federal law, the FDCPA. Declaratory relief is available pursuant to 28 U.S.C. 2201 and 2202. The court has supplemental jurisdiction under 28 U.S.C. §1367 over plaintiff's state law claims because said claims are so related to the claims within the Court's original jurisdiction that they form part

of the same case or controversy under Article 3 of the United States Constitution.

2. Venue in this District is proper because all or a substantial part of the events or omissions giving rise to their claims occurred in Queens County, New York.

3. Plaintiff Caroline Mayorga is an individual who resides in Queens County, New York.

4. Defendant FIRST RESOLUTION INVESTMENT CORPORATION is a corporation organized under the laws of the State of Nevada, with its principle place of business at 5190 Neil Road, Suite 430, Reno, NV 89502. It may be served by and through its registered agent CT Corporation, 1633 Broadway, New York, NY 10019, or through the New York Secretary of State, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.

5. Defendant SHARINN & LIPSHIE, P.C. is a corporation organized under the laws of the State of New York, with its principle place of business at 333 Earle Ovington Blvd, Suite 302, Uniondale, NY 11553. It may be served by and through the New York Secretary of State, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.

6. Defendant CHRISTOPHER VOLPE is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. He may be served at his place of employment, or wherever he may be found.

7. Defendant HARVEY SHARINN is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. Mr. Sharinn may be served at his place of employment, or wherever he may be found.

8. Defendant RONALD LIPSHIE is an individual who, on information and belief, is a resident of the State of New York. His principal place of business is located at Sharinn & Lipshie, 333 East Ovington Boulevard, Suite 302, Uniondale, N.Y. 11533. He may be served at his place of employment, or wherever he may be found.

9. Defendant ANGEL PAGE is an individual who, on information and belief, resides in the state of Washington. She may be served at her place of employment, First Resolution Investment Corporation, 851 Coho Way, Suite 312, Bellingham, WA 98225-2066, (360) 714-0303, or wherever she may be found.

B. STATEMENT OF FACTS

10. Defendant First Resolution Investment Corporation ("FRIC") is a debt collector that purchases charged off consumer debts for pennies on the dollar and files lawsuits to collect those alleged debts.

11. Defendant Sharinn & Lipshie, P.C. ("S&L") is a debt collection law firm. S&L regularly attempts to collect alleged consumer debts on behalf of FRIC and others by filing thousands of collections lawsuits, sending thousands of collection letters, and making thousands of collection calls.

12. On or about July 8, 2009, FRIC, by and through its agent S&L, filed a collections lawsuit against now-Plaintiff Caroline Mayorga in Index Number CV-081976-09/QU, First Resolution Investment Corporation v. Caroline Mayorga, Queens County Civil Court. (Exhibit A).¹

¹ While the complaint is purportedly signed on May 18, 2009, the Court's website makes clear that the suit was actually filed July 8, 2009. The court's website page is attached at the end of Exhibit A.

13. According to the affidavit of service, the suit was served on September 27, 2009. (Exhibit B)
14. Mayorga filed a pro se answer to the collections lawsuit on October 6, 2009, and an amended pro se answer on October 14, 2009. (Exhibit C)
15. On or about April 19, 2011, attorney Nasoan Sheftel-Gomes of the Urban Justice Center noticed an appearance on behalf of Ms. Mayorga.
16. On or about October 27, 2011, FRIC, through its agent S&L, filed the motion for summary judgment in the collections lawsuit seeking judgment for a time-barred debt, plus attorney's fees and costs. (Exhibit D). The motion for summary judgment *itself* stated facts that demonstrated that FRIC was attempting to collect on a time barred debt.
17. Christopher Volpe ("Volpe") signed the motion for summary judgment as the attorney on behalf of the firm, S&L. Volpe further signed the affirmation falsely stating FRIC's "claims were not barred by the statute of limitation."
18. Also attached to the motion for summary judgment and used in support of the motion was an affidavit of Angel Page ("Page") dated September 29, 2011. Page identified herself as a custodian of records of FRIC, and executed the affidavit in support of FRIC's motion for summary judgment. The Page Affidavit asserted that the original creditor for the alleged account was "Chase Bank USA, NA."
19. According the "Bill of Sale" attached to the motion for summary judgment, on October 16, 2007 a batch of accounts was sold from Chase Bank USA, N.A. to Unifund Portfolio A, LLC. According to the motion for summary judgment, the account allegedly owed by Ms.

Mayorga was among the batch of accounts transferred.²

20. According to a December 9, 2008 collection letter from FRIC, through its servicer First Resolution Management Corporation, the putative contract was with Chase Bank USA, N.A., the last payment date was July 6, 2005, and the charge-off date was February 28, 2006.³ (Exhibit E).

21. Chase Bank USA, NA is incorporated in Delaware and has its principle place of business in Delaware, and this has been true from the date of the alleged default of the account to present. Indeed this has been true since at least February 2001.

22. FRIC's debt collection lawsuit is time barred because it was filed more than three years after the accrual of the cause of action. Under New York's "borrowing statute," CPLR 202, when a nonresident sues in New York on a cause of action accruing outside New York, the action "cannot be commenced" unless the action is within the statute of limitations of both New York and the jurisdiction where the cause of action accrued. Portfolio Recovery Assoc., LLC v King, 927 N.E.2d 1059, 1061, 1062 (NY 2010), citing to Global Fin. Corp. v Triarc Corp., 93 NY2d 525, 528 (NY 1999). As a Delaware corporation, Chase Bank USA, NA's cause of action for breach of a credit contract is three years under Delaware state law, Del Code Ann, tit 10, § 8106. Id. FRIC was required to file suit within the same time period as the putative original creditor because FRIC, as the putative assignee, cannot stand in better shoes than the putative

² Interestingly, the assignment documents show a gap in the chain of title. There is a bill of sale from Chase Bank USA, N.A. to Unifund *Portfolio A*, LLC, and from Unifund *CCR Partners* to FRIC. Therefore it appears that FRIC may have been litigating an alleged account which it may not actually own.

³ A charge-off occurs when a creditor moves a debt from profit to loss on its balance sheet, typically 180 days after the account becomes delinquent. See, e.g., Fed. Fin. Institutions Examination Counsel, Uniform Retail Credit Classification and Account Management Policy, 64 Fed. Reg. 6,655 at 6,656 (Noting that commentators representing the credit card industry stated they charged off open-ended credit accounts 180 days after delinquency.)

assignor. Id.

23. On December 5, 2011 Ms. Mayorga's attorney in the collections lawsuit, Nasoan Sheftel-Gomes of the Urban Justice Center, sent S&L a letter demanding that S&L discontinue the action within 7 days. This demand was explicitly made for the sole purpose of minimizing Ms. Mayorga's damages. The letter provided a lengthy explanation as to why FRIC's own motion for summary judgment demonstrated that their claims were time barred. S&L initially ignored the demand for discontinuance. After an extended period of time, S&L finally signed the stipulation of discontinuance, which will be filed shortly after the commencement of this action.

24. This is not the first time S&L has been sued for violating the FDCPA for filing time barred suits given that the putative original creditor was a Delaware corporation. See Rathburn v. Sharinn & Lipshie, P.C. et al, Case No. 4:10-cv-04449, Southern District of Texas (Houston Division).

25. As a result of Defendant's actions, Plaintiff and the class members suffered actual damages. Actual damages include, without limitation, the money Defendants obtained after they threatened or engaged in time-barred litigation. Actual damages also include the fees and costs consumers incurred in defending or responding to these time barred collection suits. Actual damages also include loss of time in having to attend court hearings or otherwise respond to the time barred lawsuit.

C. Class Action Allegations

26. This Count is brought by Plaintiff, individually, and on behalf of a class consisting of all persons who, according to Defendants' records:

- a. within one year before the filing of this action (for FDCPA claims) or within three years before the filing of this action (for GBL 349 claims);
- b. were sent a written communication (including a pleading) or had a pleading filed in connection with a lawsuit against them;
- c. that was not returned by the postal service as undelivered;
- d. where the putative original creditor had a principal place of business outside the state of New York and/ or was incorporated outside of the state of New York when its cause of action accrued;
- e. where Defendants threatened a lawsuit, threatened to obtain attorney's fees or court costs, filed a lawsuit, served a lawsuit, prosecuted or assisted in prosecution of a lawsuit, maintained a lawsuit, or signed a pleading, affidavit, discovery instrument or other document in connection with a New York lawsuit, when that claim would be barred by the statute of limitations of the foreign state where the putative original creditor had its principal place of business and/or was incorporated when its cause of action accrued; and
- f. where the collections action would be time barred in the state where the putative original creditor had a principal place of business and/ or was incorporated.

27. Under Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:

- a. The fact that there are hundreds of time barred collection suits that are the heart of this FDCPA lawsuit, the classes are so numerous that joinder of all members is impractical.

- b. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions include whether Exhibit C and the attachments thereto violate the FDCPA or N.Y. Gen. Bus. Law § 349 *et seq.*
 - c. The claims of Plaintiff are typical of the class members' claims. All are based on the same facts and legal theories. The only individual issue is the identification of the consumers who received the written communications or who had lawsuits filed against them, (i.e., the class members), which is a matter capable of ministerial determination from the Defendants' records.
 - d. Plaintiff will fairly and adequately represent the class members' interests. All claims are based on the same facts and legal theories and Plaintiff's interests are consistent with the interests of the class.
 - e. Plaintiff has retained counsel experienced in bringing class actions and collection abuse claims.
28. Written communications, such as those sent by Defendants, are to be evaluated by the objective standard of the hypothetical "least sophisticated consumer."
29. A class action is superior for the fair and efficient adjudication of the class members' claims.
30. Congress specifically envisions class actions as a principal means of enforcing the FDCPA. See 15 U.S.C. § 1692k.
31. The class members are generally unsophisticated individuals unaware of the protections afforded them by the FDCPA, whose rights will not be vindicated in the absence of a class action.

32. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

33. Defendant hereby seeks a pre-motion conference for class certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure, but requests deadlines for filing the motions be stayed until the substantial completion of class discovery.

COUNT # 1: Violations of the federal Fair Debt Collection Practices Act.

34. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

35. The purpose of the FDCPA is “to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e). See also Hamilton v. United Healthcare of La., Inc., 310 F.3d 385, 392 (5th Cir.2002) (“Congress, through the FDCPA, has legislatively expressed a strong public policy disfavoring dishonest, abusive, and unfair consumer debt collection practices, and clearly intended the FDCPA to have a broad remedial scope”).

36. Congress designed the FDCPA to be enforced primarily through private parties – such as plaintiff – acting as “private attorneys general.” See S. Rep. No. 382, 95th Con., 1st Sess. 5, (“The committee views this legislation as primarily self-enforcing; consumers who have been subject to debt collection abuses will be enforcing compliance”); and Jacobson v. Healthcare Fin.

Servs., 516 F.3d 85, 91 (2d Cir. N.Y. 2008) (“In this way, the FDCPA enlists the efforts of sophisticated consumers like [plaintiff] as ‘private attorneys general’ to aid their less sophisticated counterparts, who are unlikely themselves to bring suit under the Act, but who are assumed by the Act to benefit from the deterrent effect of civil actions brought by others.”)

37. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3) because she was alleged to owe a debt.

38. The obligation FRIC and S&L allege to be owed by plaintiff is a “debt” as defined by 15 U.S.C. § 1692a(5) because the putative credit card was incurred primarily for family, personal or household purposes.

39. Defendants are each a “debt collector” as defined in 15 U.S.C. § 1692a(6) their principal purpose is the collection of debts and/or they regularly attempt to collect debts, directly or indirectly.

40. S&L is a debt collector because it files tens of thousands of collection lawsuits, sends tens of thousands of collection lawsuits, and make tens of thousands of calls seeking to collect debts.

41. Volpe is a debt collector because he signs hundreds of collection lawsuit pleadings and litigates hundreds of collection lawsuits.

42. Page is a debt collector because she signs thousands of affidavits or verifications to be used in thousands of collection lawsuits.

43. FRIC is a “debt collector” because it purchases thousands of alleged consumer debts after they are in default with the putative original creditor. FRIC attempts to collect these debts,

directly or indirectly, through the filing of collections lawsuits, and through servicers and debt collection law firms who send thousands of collection letters, make thousands of collection telephone acts, and pursue thousands of collection lawsuits.

44. Defendants Ronald Lipshie ("Lipshie") and Harvey Sharinn ("Sharinn") are the named partners of S&L. On information and belief, S&L is a small law firm of five attorneys. S&L is a closely held corporation. Lipshie and Sharinn made the debt collection attempts directly and indirectly through S&L. On information and belief, Lipshie and Sharinn are the named partners who made the decisions to take the actions that form the basis of this complaint, who made the decision to file and to continue collection lawsuits for time barred debts, who developed the debt collection operations and policies S&L, and exercised control over the operation and management of the collection activities of S&L. On information and belief Lipshie and Sharinn exercised supervision and control over the attorneys at S&L who filed the time barred lawsuits on behalf of FRIC and others.

45. John Does # 1- 5 include servicers or subservicers for FRIC that FRIC uses in connection with attempts to collect debts. For example, according to the December 8, 2008 collection letter (Exhibit D) the putative debt that is the subject of this suit was owned by FRIC but serviced by another entity known as First Resolution Management Corporation ("FRMC"). To the degree that FRMC was acting as the conduit or the agent of FRIC in taking the actions listed in this complaint, FRMC may also bear FDCPA liability.

46. John Does # 5 - 10 are persons, currently known to Plaintiff, who made the decisions to take the actions that form the basis of this complaint, who made the decision to file and to continue collection lawsuits for time barred debts, who developed the debt collection operations

and policies of S&L, FRIC or the servicers of FRIC, and exercised control over the operation and management of the collection activities of S&L, FRIC or the servicers of FRIC.

47. The actions of Defendants enumerated in the above statement of facts constitute an attempt to collect a debt, or were taken in connection with an attempt to collect a debt, within the meaning of the FDCPA.

48. Defendants violated the following sections of the FDCPA: 15 USC 1692d, 1692e, and 1692f. By way of example and not limitation Defendants violated the FDCPA by taking the following actions in an attempt to collect a debt or in connection with an attempt to collect a debt: engaging in conduct the natural consequence of which is to harass, oppress or abuse any person; using false, deceptive or misleading representations or means; misrepresenting the character, amount, or legal status of the debt; misrepresenting the services rendered or compensation which may be lawfully received; threatening to take and actually taking an action prohibited by law, or which is not intended to be taken; using false, deceptive or misleading representations or means; using unfair or unconscionable means; and collecting or seeking to collect any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

D. Count # 2: New York General Business Law Section 349 et seq.

49. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

50. New York General Business Law Section 349(a) prohibits "deceptive acts or practices in

the conduct of any business, trade, or commerce, or in the furnishing of any service in this state...”

51. An individual “injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such action.” N.Y. Gen. Bus. Law § 349(h).

52. As enumerated above, Defendants violated N.Y. Gen. Bus. Law § 349 *et seq.* by using deceptive acts and practices in the conduct of their businesses. This includes threatening, filing, prosecuting, and maintaining hundreds of lawsuits seeking to collect time barred debts.

53. Defendants’ conduct has a broad impact on consumers at large. Defendants’ conduct impacts the hundreds of consumers in the state of New York who have had time barred collection lawsuits threatened, filed, prosecuted, or maintained against them.

54. Defendants committed the above described acts willfully and/or knowingly.

55. Defendants’ wrongful and deceptive acts have caused injury and damages to Plaintiff and class members and unless enjoined will cause further irreparable injury. Actual damages include, without limitation, amounts paid as a result of the time barred lawsuits, the fees, costs, and lost time accrued in defending or responding to these time barred collection suits.

56. As a direct and proximate result of those violations of N.Y. Gen. Bus. Law § 349 *et seq.*, Plaintiff and class members have suffered compensable harm and are entitled to preliminary and permanent injunctive relief, as to recover actual and treble damages, costs and attorney’s fees.

E. JURY DEMAND.

57. Plaintiff demands a trial by jury.

F. PRAYER

58. WHEREFORE, Plaintiff and members of the class request the following relief joint and severally against Defendants:

- a. An order certifying this case as a class action under FRCP 23;
- b. A declaration that Defendants have committed the violations of law alleged in this action;
- c. An order enjoining and directing Defendants to cease violating N.Y. Gen. Bus. Law § 349 *et seq.*;
- d. Statutory damages pursuant to 15 U.S.C. § 1692k and N.Y. Gen. Bus. Law § 349(h);
- e. An order awarding disbursements, costs, and attorney's fees pursuant to 15 U.S.C. § 1692k and N.Y. Gen. Bus. Law § 349 *et seq.*
- f. A judgment for actual, statutory, and treble damages;
- g. Prejudgment and post judgment interest as allowed by law;
- h. General relief;
- i. All other relief, in law and in equity, both special and general, to which Plaintiff and the class may be justly entitled.

Dated: Brooklyn, New York
February 6, 2012

Respectfully submitted,

/s/



Ahmad Keshavarz
ATTORNEY FOR PLAINTIFF
The Law Office of Ahmad Keshavarz
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Brooklyn, NY 11241-1026
Phone: (718) 522-7900
Fax: (877) 496-7809
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Harvey Epstein, Esq.
URBAN JUSTICE CENTER

/s/

Nasoan Sheftel - Gomes
du/R.

BY: _____

Nasoan Sheftel-Gomes, of counsel
123 William Street, 16th Floor
New York, NY 10038
Phone: (646) 459-3013
Fax: (212) 533-4598
E-mail: nsheftel-gomes@urbanjustice.org

EXHIBIT A

CONSUMER CREDIT TRANSACTION

IMPORTANT!! YOU ARE BEING SUED!! THIS IS A COURT PAPER - A SUMMONS
DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY!! PART OF YOUR PAY CAN BE TAKEN FROM
YOU (GARNISHED). IF YOU DO NOT BRING THIS TO COURT, OR SEE A LAWYER, YOUR PROPERTY CAN
BE TAKEN AND YOUR CREDIT RATING CAN BE HURT!! YOU MAY HAVE TO BRING THESE PAPERS
TO THIS COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE) WILL HELP YOU!!
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP

Plaintiff

-Against-

CAROLINE MAYORGA

Defendant(s)

SUMMONS

Plaintiff's Address

5190 NEIL RD SUITE 430

Reno NV 89502

Defendant's Address Defendant 2 address

10248 184TH ST

HOLLIS NY 11423

081970-09
7/8/09


The basis of the venue is :A defendant resides in the County of QUEENS; the subject matter consumer credit transaction took place in the County of QUEENS

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED TO APPEAR IN THE CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF QUEENS AT THE OFFICE OF THE CLERK OF THE SAID COURT AT 89-17 SUTPHIN BLVD JAMAICA, NY 11435 WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW AND TO FILE YOUR ANSWER TO THE ANNEXED COMPLAINT WITH THE CLERK; UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE SUM OF \$1,444.35 AND ATTORNEY FEES OF \$288.87 WITH INTEREST THEREON FROM THE DAY OF February 28, 2006 AT THE RATE OF 9% , TOGETHER WITH THE COSTS OF THIS ACTION. A COPY OF YOUR ANSWER SHOULD BE SERVED BY MAIL UPON THE ATTORNEYS FOR THE PLAINTIFF, SHARINN & LIPSHIE, P.C.

DATED: May 18, 2009

Signature (Rule 130-1.1-a(b))


Amanda Moreno
SHARINN & LIPSHIE, P.C.
333 EARLE OVINGTON BLVD, STE 302
UNIONDALE, NEW YORK 11553
(516) 873-6600

NOTE: The law provides that:

(a) if this summons is served by its delivery to you personally within the CITY OF NEW YORK you must appear and answer within 20 days after such service; or

(b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

(c) Where a defendant appears by an attorney, a copy of his answer shall be served upon the plaintiff's attorney, or upon the plaintiff if the plaintiff appears in person, at or before the time of filing the original answer with proof of service thereof.

(d) In any action arising from a consumer credit transaction, if the form of summons provided for in subdivision (b) of this section is used:

DEFENDANTS P.O.B.:

Client#:

Account#: 5179457530004288

Claim #: AACAS889

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**TRANSACCION DE CREDITO DEL CONSUMIDOR
IMPORTANTE! !UD.HA SIDO DEMANDADO!**

ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

NO LA BOTE !! CONSULTE CON SU ABOGADO ENSEGUIDA! LE PUEDEN QUITAR PARTE DE SU SALARIO (EMBARGARLO) !SI UD. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES (PROPIEDAD) Y PERJUDICAR SU CREDITO!! TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTAS)! SI UD. NO TIENE DINERO PARA UN ABOGADO TRAIGA ESTOS PAPELES A LA CORTE INMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA.

**CORTE CIVIL DE LA CIUDAD DE NUEVA YORK
CONDADO DE QUEENS**

FIRST RESOLUTION INVESTMENT CORP

Demandante,

CAROLINE MAYORGA

Demandado,

CITACION

La direccion del demandante

5190 NEIL RD SUITE 430

Reno NV 89502

La direccion del demandado es

10248 184TH ST HOLLIS NY 11423

Otra direccion

Al demandado arriba mencionado:

USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York Condado de QUEENS a la oficina del Jefe Principal de dicha Corte en 89-17 SUTPHIN BLVD JAMAICA, NY 11435 en el Condado de QUEENS Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun la indicado abajo y a presentar su respuesta a la demanda al Jefe de la corte; si usted no comparece a contestar, se rendira sentencia contra usted en la suma de \$1,444.35 y los honorarios del abogado por la suma de \$288.87 con intereses desde February 28, 2006 .

Signature (Rule 130-1.1-a(b))

Amanda Moreno

SHARINN & LIPSHIE, P.C.

Abogado del demandante

333 EARLE OVINGTON BLVD, STE 302

UNIONDALE, NEW YORK 11553

(516) 873-6600

Fecha May 18, 2009

NOTA: La Ley provee que:

(a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responder dentro de VIENTE (20) dias despues de la entrega: O

(b) Si esta citacion es entregada a otra persona que no fuera usted personalmente, o si fuera entregada afuera de la ciudad de Nueva York, o por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene TREINTA (30) dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

DEMANDAD P.O.B.

****NOSOTROS SOMOS COBRADORES DE DEUDAS. NUESTRA INTENCION ES COBRAR LA DEUDA Y CUALQUIER INFORMACION OBTENIDA SERA USADA PARA ESTE PROPOSITO.**

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP

Plaintiff,

VERIFIED
COMPLAINT

-Against-

CAROLINE MAYORGA

Defendant(s)

Plaintiff, by its attorneys SHARINN & LIPSHIE, P.C. complaining of the defendant(s), respectfully, alleges:

1. That the plaintiff is duly licensed by the New York City Department of Consumer Affairs to collect debts in NYC. The NYC Dept. of Consumer Affairs License number for the plaintiff is 1276827
2. That at all times hereinafter mentioned, the Plaintiff, FIRST RESOLUTION INVESTMENT CORP A/A/O UNIFUND CCR PARTNERS A/A/O CHASE BANK USA NA, is a corporation with offices located at 5190 NEIL RD SUITE 430 Reno NV 89502.
3. That upon information and belief the Defendant(s) is/are and at all times hereinafter mentioned was/were a resident of the county where this action is brought.
4. The agreement sued upon herein was duly assigned to Plaintiff and notice thereof was duly given to Defendant(s).
5. That there are monies due from Defendant(s) to Plaintiff, plus agreed and /or reasonable attorney fees, if any, for charges incurred and/or loans granted in connection with credit card(s) issued by Plaintiff's assignor pursuant to credit card agreement(s) made in compliance with the law, a copy of which agreement(s) were duly mailed to Defendant(s), on which there is a balance due of \$1,444.35, and that in addition there is due attorney fees of \$288.87, making a total sum due from Defendant to Plaintiff of \$1,733.22, no part of which sum has been paid, although due and duly demanded.
6. The above debt arises from account number 5179457530004288.

WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$1,444.35 with interest thereon from February 28, 2006, and attorney fees of \$288.87 plus costs and disbursements of this action.

Signature (Rule 130-1.1-a(b))

Dated: May 18, 2009
Uniondale, New York

SHARINN & LIPSHIE, P.C.
333 Earle Ovington Blvd
Uniondale, New York 11553
(516)873-6600

STATE OF WASHINGTON
COUNTY OF WHATCOM

ANGEL PAGE BEING DULY SWORN, DEPOSES AND SAYS:

Deponent is the RECORDS CUSTODIAN of the plaintiff, and deponent makes this verification because he/she is familiar with the records maintained by plaintiff. Deponent has read the foregoing complaint and knows the contents thereof to be true. The grounds of deponent's belief as to all matters not stated upon deponent's own knowledge are as follows: records belonging to plaintiff(s) in possession of deponent.

Sworn to before me this
26 day of MAY 2009

Notary Public
State of Washington
JEFF NICOLA GARGARO
MY COMMISSION EXPIRES
November 01, 2011

Client Acct # 5179457530004288
Claim # AAC-A5889

Angel Page
ANGEL PAGE
RECORDS CUSTODIAN

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

EXHIBIT B



Affidavit of Service

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF QUEENS
District: Queens
Part:

FIRST RESOLUTION INVESTMENT CORP

- against -

CAROLINE MAYORGA

PLAINTIFF/
PETITIONER(s)

DEFENDANT(s) /
RESPONDENT(s)

Account: 54137
File No: AACASBU
Mortgage:
Internal ID: 10000
Index: 081978-1/1
SAC File: 07/09/10

STATE OF NEW YORK; COUNTY OF MASSACHUSETTS:

MICHAEL BALLATO, BEING DULY SWORN DEPOSES AND SAYS DEPOSED IS NOT A PARTY TO THIS ACTION AND IS OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on 09/18/2009 at 02:30 PM at 12048 166TH STREET PRV. HSE, HOLLS, NY 11423, deponent served the within SUMMONS AND VERIFIED COMPLAINT bearing Index Number and Filing Date endorsed thereon, on CAROLINE MAYORGA defendant therein named.

☒ SUITABLE

AGE PERSON

By delivering 1 true copy(ies) thereof to and leaving with 'JANE DOE' CO-OCCUPANT a person of suitable age: 1
residing at the above address, the said premises being the defendant-respondent's dwelling place with the St. New York.

☒ MAILING

Deponent completed service under the last two sections by depositing 1 copy(ies) of the above described papers post paid, properly addressed envelope in an official depository under the exclusive care and custody of the United States Post Office to the State of New York, on 09/23/2009 addressed to the defendant, CAROLINE MAYORGA, at the above address with the envelope bearing the legend "PERSONAL AND CONFIDENTIAL" and did not indicate or include thereon that the communication was from an attorney or concerned an action against the defendant(s).

DEPOSED DESCRIBES THE INDIVIDUAL AS FOLLOWS:

Sex:	Approx. Age:	Approx. Height:	Approx. Weight:	Color of Hair:	Color of Eyes:
Female	40 to 49 yrs	5-4 to 5-7 ft	125 to 140 lbs	Brown	Brown

Other: REFUSED TO REVEAL NAME

N Deponent asked the indicated person whether the defendant and/or present occupant was presently in the military service of the United States Government or on active duty in the military service in State of New York or a dependent of anybody in the military and was to defendant and/or present occupant was not.

Sworn to before me on: 09/23/2009

JANA BRADEN
Notary Public, State of NEW YORK
No. 0102030527
Commission expires 07/12/11

MICHAEL BALLATO
License no. 0829182

2009 SEP 29 PM 12:41
CLERK OF THE COURT
COUNTY OF QUEENS

EXHIBIT C

Judicial Court of the City of New York
County of Queens

0005889
Index No: CV-081976-09/QU

TRST RESOLUTION INVESTMENT CORPORATION
-against-
CAROLINE MAYORGA

ANSWER IN PERSON
CONSUMER CREDIT TRANSACTION

Defendant CAROLINE MAYORGA, at 10248 184TH ST, Hollis, NY 11423, answers the Complaint as
dated: 10/06/2009
(Check all that apply)

General Denial: I deny the allegations in the complaint

SERVICE

- ☐ I did not receive a copy of the summons and complaint
☐ I received the Summons and Complaint, but service was not correct as required by law.

DEFENSES

- ☒ I do not owe this debt
- ☐ I did not incur this debt. I am the victim of identity theft or mistaken identity.
- ☐ I have paid all or part of the alleged debt.
- ☐ I dispute the amount of the debt.
- ☐ I do not have a business relationship with Plaintiff. (Plaintiff lacks standing.)
- ☐ The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.
- ☐ Plaintiff does not allege a debt collection license number in the Complaint.
- ☐ Statute of Limitations (the time has passed to sue on this debt: more than six years.)
- ☐ The debt has been discharged in bankruptcy.
- ☐ The collateral (property) was not sold at a commercially reasonable price.
- ☐ Unjust enrichment (the amount demanded is excessive compared with the original debt.)
- ☐ Violation of the duty of good faith and fair dealing.
- ☐ Unconscionability (the contract is unfair.)
- ☐ Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)
- ☐ Defendant is in the military.
- ☐ Other:

OTHER

- ☐ Please take notice that my only source of income is _____, which is exempt from collection.

COUNTERCLAIM

- ☐ Counterclaim(s): \$ _____ Reason: _____

This case is scheduled to appear on the calendar as follows: April 19, 2010 in Part 11 - Self Represented Non-Jury,
room 101 at 9:30 AM Both sides notified: _____

Sharon & Lipshie PC (Counsel for Plt),
333 Marie Ovington Blvd, Suite 302
Uniondale, NY 11553

FILED
GENERAL CLERK
DLI - 6 2009
FILED

Civil Court of the City of New York
County of Queens

Index No: CV-081976-09/QU

FIRST RESOLUTION INVESTMENT CORPORATION
-against-
CAROLINE MAYORGA

**AMENDED
ANSWER IN PERSON
CONSUMER CREDIT TRANSACTION**

Defendant, CAROLINE MAYORGA, at 10248 184TH ST, Hollis, NY 11423- , answers the Complaint as

Dated : 10/14/2009

(Check all that apply)

1 ☐ General Denial: I deny the allegations in the complaint

SERVICE

2 ☐ I did not receive a copy of the summons and complaint

3 ☒ I received the Summons and Complaint, but service was not correct as required by law.

DEFENSES

4 ☐ I do not owe this debt

5 ☐ I did not incur this debt. I am the victim of identity theft or mistaken identity.

6 ☐ I have paid all or part of the alleged debt.

7 ☒ I dispute the amount of the debt.

8 ☒ I do not have a business relationship with Plaintiff. (Plaintiff lacks standing.)

9 ☐ The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.

10 ☐ Plaintiff does not allege a debt collection license number in the Complaint.

11 ☒ Statute of Limitations (the time has passed to sue on this debt: more than six years.)

12 ☐ The debt has been discharged in bankruptcy.

13 ☐ The collateral (property) was not sold at a commercially reasonable price.

14 ☐ Unjust enrichment (the amount demanded is excessive compared with the original debt.)

15 ☐ Violation of the duty of good faith and fair dealing.

16 ☐ Unconscionability (the contract is unfair.)

17 ☐ Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)

18 ☐ Defendant is in the military.

19 ☐ Other:

OTHER

20 ☐ Please take notice that my only source of income is _____, which is exempt from collection.

COUNTERCLAIM

21 ☐ Counterclaim(s): \$ _____ Reason: _____

**This case is scheduled to appear on the calendar as follows: April 19, 2010 in Part 11 - Self Represented Non-Jury,
Room 101 at 9:30 AM Both sides notified: _____**

To:

Sharinn & Lipshie PC (Counsel for Pltf)
333 Earle Ovington Blvd, Suite 302
Uniondale, NY 11553-

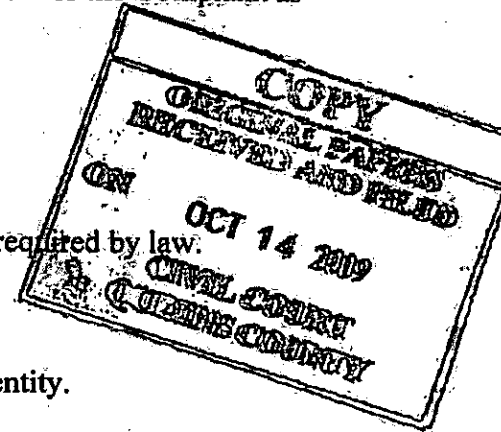


EXHIBIT D

****CONSUMER CREDIT TRANSACTION****

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS**

**FIRST RESOLUTION INVESTMENT CORP
A/AO UNIFUND CCR PARTNERS A/AO
CHASE BANK USA NA**

Plaintiff,

Index No.:081976-09

-against-

NOTICE OF MOTION

CAROLINE MAYORGA

Defendant(s)

SIR:

PLEASE TAKE NOTICE that a motion will be made by the plaintiff at the time and place set forth below. Please take further notice that pursuant to CPLR 2214(b) any answering papers must be served at least seven (7) days prior to the return date of the motion.

RETURN DATE:

NOVEMBER 15, 2011 AT 9:30 A.M.

PLACE OF MOTION:

**Civil Court: Queens County
Part 32C, Room 102
89-17 Sutphin Boulevard
Jamaica, New York 11435**

SUPPORTING PAPERS:

**Affidavit of Angel Page
Affirmation of Christopher Volpe
Exhibit A- Application/Monthly Statements
Exhibit B- Summons and Complaint
Exhibit C- Answer
Exhibit D- Bill of Sale/Account Agreement**

RELIEF REQUESTED:

The above-entitled action is for an Order granting Summary Judgment pursuant to CPLR 3212 directing the clerk to enter judgment for the relief requested in the summons and complaint.

The above entitled action is for a contract.

This action is on a trial calendar.

The calendar number is S-09-QU-038911.

Pursuant to CPLR 2214(b), answering affidavits, if any, are required to be served upon the undersigned at least seven days before the return date of the motion.

**Dated: Uniondale, New York
October 19, 2011**

Yours etc,

**Sharinn & Lipshie, P.C.
By: Christopher Volpe
Attorneys for the Plaintiff
333 Earle Ovington Blvd, Ste 302
Uniondale, New York 11553
(516) 408-5000**

**To: Nasoan Sheftel-Gomes, ESQ.
URBAN JUSTICE CENTER
123 William St., 18th Fl.
New York, NY 10038**

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP A/A/O
UNIFUND CCR PARTNERS A/A/O CHASE BANK USA NA

Plaintiff,

Index No.: 081976-09

Against

AFFIDAVIT OF FACTS

CAROLINE MAYORGA

Defendant(s)

STATE OF Washington)
COUNTY OF Whitman)

Angel Page, being duly sworn deposes and says:

1. I am a Records Custodian of First Resolution Investment Corp. In my capacity of the Records Custodian, I regularly review, the plaintiff's books and records with respect to these outstanding accounts.

2. I am familiar with the facts and circumstances set forth in this affidavit based upon my review of the plaintiff's books and records which are kept in the regular course of the plaintiff's business and it is the regular course of the plaintiff's business to make these records. These records are made within a reasonable time after the transaction occurs. I submit this affidavit in support of the plaintiff's motion for summary judgment.

3. I have knowledge regarding account number 5179457530004288 which is made the subject of the lawsuit. Common account information includes the name and address of the Defendant; the history of charges representing purchases, cash advances; finance charges; fees imposed; payments made and credits received; and the outstanding balance due.

4. Heretofore, the defendant(s) did apply for and was issued that credit card by the original creditor, Chase Bank USA, NA. The defendant did thereafter use the credit card for the various purposes including purchase of goods and services and/or cash advance; that the defendant has been provided monthly statements as required by the federal Truth in Lending Act describing the amount due; that defendant did fail to make timely payments on the credit card account according to the terms of the card agreement and as requested on monthly statements of account; and that defendant is presently in default of those terms. By virtue of such a default the entire balance on the account is presently due and owing.

5. That prior to the commencement of this action, the defendant's credit card account was assigned to the plaintiff for value by Unifund CCR Partners and the plaintiff remains the owner of this account.

6. That the just and true balance due and owing is \$1,444.35.

7. That the debt referred to in the preceding paragraph is delinquent, past due and remains due and owing. Plaintiff is the party and entity to whom the delinquent debt is owed. There are

no set offs, credits or allowances due or to become due from the plaintiff to the defendant.

WHEREFORE, your deponent prays that the plaintiff be granted judgment for the relief requested in the complaint.

Sworn to before me this

29

day of

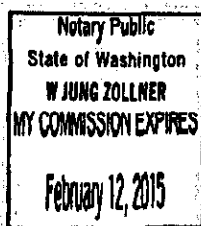
Sept

2011

Angie Page
Angie Page

NOTARY

FILE#: AACAS889




CERTIFICATE OF CONFORMITY

I, John P. Plovie, an attorney-at-law of the State of Washington who resides in the State of Washington and is fully acquainted with the laws of the State of Washington pertaining to the acknowledgment or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgment or proof upon the foregoing document was taken by W. Jung Zollner a notary public in the State of Washington in the manner prescribed by the laws of the State of Washington and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 10TH day of

OCTOBER 2010
2011


John P. Plovie, Esq. *WSBA # 1111*
Attorney at Law, State of Washington

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP
A/A/O UNIFUND CCR PARTNERS A/A/O
CHASE BANK USA NA

Index No.: 081976-09

AFFIRMATION

Plaintiff,

-against-

CAROLINE MAYORGA

Defendant(s).

CHRISTOPHER VOLPE, an attorney at law, hereby affirms the following under
penalty of perjury:

1. I am an associate of Sharinn & Lipshie, P. C., the attorneys for the plaintiff

and I am familiar with this matter based upon my review of the file and other
records maintained in their office with regard to this matter. I submit this affirmation in
support of plaintiff's motion for Summary Judgment against the defendant.

2. As stated in the accompanying affidavit of ANGEL PAGE, this action arises

from the default on a credit card agreement entered into with the plaintiff's assignor and
subsequently assigned to the plaintiff for value. The plaintiff remains the owner of this
account. Subsequent to the defendant's default this action was commenced.

3. As stated in the accompanying affidavit of ANGEL PAGE, the defendant has
never objected to any charges that appeared on any of her monthly statements.

4. Although an answer was interposed (appended to the affidavit of ANGEL
PAGE as Exhibit "C"), that answer fails to raise a single triable issue of fact, judgment
should be granted summarily.

5. On or about April 21, 2009 the defendant requested validation of debt. The
plaintiff provided the defendant with monthly statements for validation of this debt on

April 24, 2009.

6. Defendant alleges improper service.

7. Defendant's Answer was served on or about October 14, 2009.

8. CPLR 3211(e) as amended on August 8, 1996 and effective January 1, 1997, requires that defendant's failure to make a motion for judgment within 60 days after serving the answer asserting a lack of personal jurisdiction for a failure of service waives defendant's objection and the court's personal jurisdiction is assumed. "The purpose of the subject amendment to CPLR 3211(e) was to 'require a party with a genuine objection to service to deal with the issue promptly and at the outset of the action ...ferret out unjustified objections and...provide for prompt resolution of those that

have merit.'" (Senate Mem in support of L 1996, ch 501, 1996 McKinney's Session Laws of NY, at 2443)., " Wade v. Byung Yang Kim, 250 A.D.2d323, 325(2d dep't 1998), "Defendants subject to the requirement [of CPLR 3211(e)] have obviously received notice of the action through some means, and have chosen to appear and assert the defense, rather than default. It is therefore appropriate to place the burden upon them to press the defense by moving for judgment." Abitol v. Schiff, 180

Misc.2d949,950(Queens Sup.1999). Here, defendant failed to comply with the requirements of CPLR 3211(e) by failing to make an application to the court within 60 days after serving the answer and has thereby waived, as a matter of law his "lack of

jurisdiction" defense. The requirements of jurisdictional predicate and due process requirements have been met. This court has obtained personal jurisdiction over the defendant.

9. Plaintiff has brought this action within the six year statute of limitation pursuant

to the CPLR. Therefore, plaintiff's action is not barred by the statute of limitations.

10. The plaintiff received a Request for Discovery Demands and responded on September 30, 2011.

11. I am not an employee of the plaintiff. My usual hourly fee is \$200.00. I have already personally spent 30 minutes reviewing the file, and 1 1/2 hours preparing this motion. Although based upon the time spent and my hourly rate, the attorney's fees would already exceed \$250.00, the plaintiff is limiting its claim for attorneys fees to \$250.00.

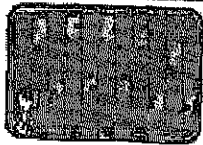
WHEREFORE, it is respectfully requested that an order be issued striking the answer of the defendant and granting summary judgment in favor of the plaintiff and against defendant in the sum of \$1,444.35 with interest from February 28, 2006 plus

reasonable attorneys fees of \$250.00, and for such other and further relief as this court deems just and proper.

Dated: October 19, 2011


CHRISTOPHER VOLPE

FILE#: AACAS889



Redacted Invitation for

David L. Townsend
16150 135th Ave.
Jennice, NY 11424-2518

R.S.V.P. By: November 28, 1995

ONLY INDIVIDUALS AT THE INVITED ADDRESS ARE AUTHORIZED TO ENTER THE VENUE FOR THIS EVENT. NO OTHERS WILL BE ADMITTED.

11617808463122 2 01 224-7 11 100073

1209567438 3314 9066 3098-2

Visa® Gold Card Invitation
NO ANNUAL FEE

Townsend *Cardholder's Name*

Redacted

RECEIVED

07,500

95

David L. Townsend

We would like to let you know that we have your Visa Gold Card. Please keep it safe and use it for all your Visa Gold Card needs.

Amount of Cardholder's primary card

Cardholder's primary card

I understand that I will be using my Visa Gold Card for the Visa Gold Card account.

☒ Signature of the Cardholder

Each cardholder must be at least 21 years of age and must be a resident of the United States. The cardholder must be a U.S. citizen or a permanent resident alien. The cardholder must be a resident of the United States for at least 12 months prior to the date of issuance. The cardholder must be a resident of the United States for at least 12 months prior to the date of issuance. The cardholder must be a resident of the United States for at least 12 months prior to the date of issuance.

4866 1330 5113 8880

AA65889

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 10/17/2004	NEW BALANCE \$ 800.00	MINIMUM DUE \$18.00
--------------------------------	--------------------------	------------------------

CAROLINE MAYORGA
APT B
13108 CENTRAL AVE
FAR ROCKAWAY NY 11801

Facsimile Copy



Chase Payment MasterCard®
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 800.00	10/17/2004	\$800	\$0.00	09/23/2004

Here is your Account Summary:

	TOTAL
Previous Balance	\$0.00
(+) Payments, Credits	0.00
(-) Purchases, Cash, Debits	\$800.00
(-) FINANCE CHARGES	0.00
(-) New Balance	\$800.00
Minimum Payment Due	\$18.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
09/24	09/24	NOPI	BALANCE TRANSFER - STONHAMINGTON DE		\$800.00
Total of your credits and charges				0.00	\$800.00
<p>THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-782-8672 OR LOG ON TO HTTP://WWW.CHASEPAYMENTPROTECTOR.COM. CHASE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD-ALL IN ONE PLACE. PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE...IT'S FREE AND EASY. DO IT ALL ONLINE - WWW.CHASEALLONLINE.COM/EN</p>					

Here's how we determined your Finance Charge*:

Days in Billing Cycle: 33

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Purchase	0.009143%	\$0.00	\$0.00	\$0.00	20.47%	0.00%
Card Purchase	0.009143%	\$0.00	\$0.00	\$0.00	20.47%	0.00%

* Please see reverse side for finance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-6661 or write P.O. BOX 12807, Wilmington, DE 19860-6667. Para Servicio al Cliente en Español: 1-800-545-0684

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 11/15/2004	NEW BALANCE \$ 784.00	MINIMUM DUE \$15.00
--------------------------------	--------------------------	------------------------

CAROLINE MAYORGA
APT B
13188 CENTRAL AVE
FAR ROCKAWAY NY 11061

Facsimile Copy



Chase Payment Protector
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$784.00	11/15/2004	\$800	\$16	10/15/2004

Here is your Account Summary:

	TOTAL
Previous Balance	\$800.00
(+) Payments, Credits	16.00
(-) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	0.00
(-) New Balance	784.00
Minimum Payment Due	\$15.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/15	10/15	0200	TREASURY PAYMENT CARD - THANK YOU	16.00	
Total of your credits and charges				16.00	0.00
<p>THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-762-8872 OR LOG ON TO HTTP://WWW.CHASEPAYMENTPROTECTOR.COM. CHASE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD - ALL IN ONE PLACE! PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE...IT'S FREE. SIGN UP NOW: GO TO WWW.CHASEALLONLINE.COM/TH</p>					

Here's how we determined your Finance Charge*: Days in Billing Cycle 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Advances	0.000000	\$0.00	\$0.00	\$0.00	25.99%	6.07%
Purchases	0.000000	\$0.00	\$0.00	\$0.00	25.99%	6.07%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll free at 1-800-333-0001 or write P.O. BOX 12957, Wilmington, DE 19899-0957. Para Servicio al Cliente en Español: 1-800-543-0434

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 12/14/2014	NEW BALANCE \$ 798.00	MINIMUM DUE \$18.00
--------------------------------	--------------------------	------------------------

CAROLINE MAYORGA
APT 5
13108 CENTRAL AVE
PAR ROCKAWAY NY 11891

Facsimile Copy



Chase Payment ProtectorSM
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$798.00	12/14/2014	\$0.00	\$0.00	11/10/2014

Here is your Account Summary:

	TOTAL
Previous Balance	\$794.00
(-) Payments, Credits	16.00
(+) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	0.00
(-) New Balance	798.00
Minimum Payment Due	\$18.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
11/09	11/09	624MP	Teller Payment Cash - Thank You	16.00	
Total of your credits and charges				16.00	0.00
<p>THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-782-6672 OR LOG ON TO HTTP://WWW.CHASEPAYMENTPROTECTOR.COM. CHASE ALL ONLINE: EVERYTHING YOU NEED TO GET THE MOST FROM YOUR CHASE CARD-ALL IN ONE PLACE! PAY YOUR CREDIT CARD BILL, GET THIS STATEMENT ONLINE, TRANSFER BALANCES, AND MORE...IT'S FREE...SIGN UP NOW GO TO WWW.CHASEALLONLINE.COM/TPM</p>					

Here's how we determined your Finance Charge¹: Days in Billing Cycle 29

	DAILY PERCENTAGE RATE	AVERAGE DAILY BALANCE	PERIODIC ANNUAL FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash Advances	0.000000%	\$0.00	\$0.00	\$0.00	20.74%	0.00%
Payments	0.000000%	\$0.00	\$0.00	\$0.00	20.74%	0.00%

¹ Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a Day, 7 days a week, toll-free at 1-800-334-2691 or visit P.O. BOX 12897, Wilmington, DE 19899-0897. For Service of Checks on Exports 1-800-543-6484

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 01/16/2008	NEW BALANCE \$ 782.00	MINIMUM DUE \$18.00
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CAROLINE MAYORGA
APT B
13108 CENTRAL AVE
FAR ROCKAWAY NY 11691

Facsimile Copy



Chase Platinum MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 782.00	01/16/2008	8000	8.00	12/22/2004

Here is your Account Summary:

	TOTAL
Previous Balance	\$782.00
(+) Payments, Credits	16.00
(-) Purchases, Cash, Debits	0.00
(*) FINANCE CHARGES	8.00
(*) New Balance	782.00
Minimum Payment Due	\$18.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
12/21	12/21	0000	1 YELLER PAYMENT CASH - THANK YOU	16.00	
Total of your credits and charges				16.00	0.00
<p>THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING. FOR MORE INFORMATION, PLEASE CALL 1-877-782-8872 OR LOG ON TO HTTP://WWW.CHASEPAYMENTPROTECTOR.COM. BUYING A CAR? LET CHASE HELP YOU SAVE MONEY, TIME AND AVOID HASSLES. CALL 1-888-224-8891 OR GO TO WWW.CHASEAUTOLOAN.COM. LOG INTO WWW.CHASEALLONLINE.COM/MTM TODAY. PAY YOUR BILL, TRANSFER BALANCES, GET THIS STATEMENT. IT'S FREE AND EASY! DO IT TODAY!</p>					

Here's how we determined your Finance Charge*: Days in Billing Cycle 33

	DAILY PERCENT RATE	AVERAGE DAILY BALANCE	PERCENTAGE FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.00751%	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Other	0.00751%	\$0.00	\$0.00	\$0.00	0.00%	0.00%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0601 or write P.O. BOX 15857, Wilmington, DE 19850-0577. Para Servicio al Cliente en Español: 1-800-545-0604

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE
02/15/2008NEW BALANCE
\$ 737.00MINIMUM DUE
\$14.00CAROLINE MAYORGA
APT B
13108 CENTRAL AVE
FAR ROCKAWAY NY 11061**Facsimile
Copy**Chase Platinum MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE \$ 737.00	PAYMENT DUE DATE 02/15/2008	TOTAL CREDIT LINE \$900	TOTAL AVAILABLE CREDIT \$163	STATEMENT CLOSING DATE 01/21/2008
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Here is your Account Summary:

	TOTAL
Previous Balance	\$702.00
(-) Payments, Credits	15.00
(+) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	0.00
(-) New Balance	737.00
Minimum Payment Due	\$14.00

Here are your Charges and Credits at a glance:

TRAIL DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
02/15	01/21	00001	YOUR PAYMENT CASH - THANK YOU	15.00	
Total of your credits and charges				15.00	0.00
LOG INTO WWW.CHASEONLINE.COM/TM TODAY. PAY YOUR BILL, TRANSFER BALANCES, GET THIS STATEMENT. IT'S FREE AND EASY! DO IT TODAY!					

Here's how we determined your Finance Charge*

Days to Billing Cycle: 36

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	FINANCIAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.00019%	\$0.00	\$0.00	\$0.00	21.24%	0.00%
Purchases	0.00071%	\$0.00	\$0.00	\$0.00	14.24%	0.00%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card not activated? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0801 or write P.O. BOX 10007, Wilmington, DE 19804-0007. Pass Service at Chase on Express: 1-800-346-4664

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 03/16/2005	NEW BALANCE \$ 778.82	MINIMUM DUE \$28.00
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CAROLINE MAYORGA
APT 6
12108 CENTRAL AVE
FAR ROCKAWAY NY 11801

Facsimile Copy



Chase Platinum MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 778.82	03/16/2005	\$800	\$21	02/14/2005

Here is your Account Summary:

	TOTAL
Previous Balance	\$737.00
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	41.11
(+) FINANCE CHARGES	1.91
(-) New Balance	778.82
Minimum Due	18.00
Pay Due - Pay Immediately	14.00
Minimum Payment Due	\$28.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
			PAYMENT PROTECTION PLAN - \$1.00 PER MONTH		\$1.00
			LATE CHARGE - MIN PYMT NOT REC'D BY DATE		30.00
Total of your credits and charges				0.00	41.11
<p>WHEN FREE ISN'T ENOUGH, OPEN A CHASE CHECKING ACCOUNT. FREE ONLINE CHECK IMAGING. FREE E-MAIL ALERTS. FREE ACCESS TO OVER 6,000 ATMs NATIONWIDE. FREE ONLINE BILL PAYMENTS WITH QUALIFYING CONSUMER ACCOUNTS. FREE CHECKING WITH DIRECT DEPOSIT. VISIT A BRANCH OR WWW.CHASE.COM TODAY!</p> <p>CONCERNED ABOUT TODAY'S UNCERTAIN INTEREST RATES? REFINANCE YOUR ADJUSTABLE RATE TO A FIXED RATE MORTGAGE. CALL 1-800-838-4335. LET CHASE HOME FINANCE HELP FIND WAYS TO SAVE YOU MONEY. ALL LOANS SUBJECT TO CREDIT AND PROPERTY APPROVAL. EQUAL HOUSING LENDER.</p> <p>A FRIENDLY REMINDER: YOUR ACCOUNT IS PAST DUE. PLEASE SEND PAYMENT TO PROTECT YOUR CREDIT PRIVILEGES. IF YOU'VE ALREADY PAID-THANK YOU.</p>					

Here's how we determined your Finance Charge*: Days in Billing Cycle: 31

	DAILY PERCENTAGE RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.000175	\$1.00	\$0.00	\$0.00	21.37%	6.87%
Purchases	0.000175	\$149.25	\$0.26	\$0.26	21.37%	14.54%
Unscheduled Payments	0.000175	\$1.00	\$0.00	\$0.00	21.37%	14.54%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0001 or write P.O. BOX 18883, Wilmington, DE 19899-1194. Para Servicio al Cliente en Español: 1-800-845-0404

ACCOUNT NUMBER: 5179 4575 3000 4285

PAYMENT DUE DATE 04/17/2005	NEW BALANCE \$ 706.10	MINIMUM DUE \$16.00
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CAROLINE MAYORGA
APT 8
13108 CENTRAL AVE
FAR ROCKAWAY NY 11601

Facsimile Copy



Chase Freedom MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4285

NEW BALANCE \$ 706.10	PAYMENT DUE DATE 04/17/2005	TOTAL CREDIT LINE \$900	TOTAL AVAILABLE CREDIT \$20	STATEMENT CLOSING DATE 03/23/2005
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Here is your Account Summary:

	TOTAL
Previous Balance	\$770.02
(-) Payments, Credits	28.00
(+) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	6.10
(-) New Balance	706.10
Minimum Payment Due	\$16.00

Here are your Charges and Credits at a glance:

TRAN DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDS	CHARGE
03/10	03/10	00000	PAYMENT PROTESTOR AT \$1.00 PER \$1000 TELLER PAYMENT CASH - THANK YOU	28.00	0.00
Total of your credits and charges				28.00	0.00
<p>OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK IMAGING! FREE EMAIL ALERTS! FREE ACCESS TO OVER 6,500 CHASE AND BANK ONE ATMs! NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!</p> <p>AS A VALUED CREDIT CARD CUSTOMER YOU CAN GET SPECIAL SAVINGS ON YOUR CLOSING COSTS WHEN YOU GET A MORTGAGE FROM CHASE HOME FINANCE. CALL US AT 1-800-830-8336. ALL LOANS SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.</p>					

Here's how we determined your Finance Charge*:

	DAILY PERCENT RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.000000%	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Purchases	0.000000%	\$770.02	\$0.16	\$0.16	0.00%	0.00%
Unpaid balance	0.000000%	\$0.00	\$0.00	\$0.00	0.00%	0.00%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll free at 1-800-334-0801 or write P.O. BOX 15850, Wilmington, DE 19805-0850. Para Servicio al Cliente en Español: 1-800-543-6484

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 06/18/2005	NEW BALANCE \$ 798.00	MINIMUM DUE \$18.00
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Facsimile Copy

CAROLINE MAYORGA
APT 2R
8829 101ST ST
WOODHAVEN NY 11421



Chase Platinum MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 798.00	06/18/2005	\$200	\$20	06/12/2005

Here is your Account Summary:

	TOTAL
Previous Balance	\$798.10
(-) Payments, Credits	18.00
(+) Purchases, Cash, Debits	8.00
(+) FINANCE CHARGES	8.90
(=) New Balance	798.00
Minimum Payment Due	\$18.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
04/18	04/18	YX15	PAYMENT PROTECTOR AT \$3.90 PER \$100.00 PAYMENT - THANK YOU	18.00	8.90
Total of your credits and charges				18.00	8.90
<p>OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK IMAGING! FREE EMAIL ALERTS! FREE ACCESS TO OVER 6,000 CHASE AND BANK ONE ATMS NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!</p> <p>FIND THE HOME OF YOUR DREAMS? TALK TO CHASE HOME FINANCE FIRST, AND GET SPECIAL SAVINGS ON CLOSING COSTS. CALL A CHASE MORTGAGE CONSULTANT TODAY AT 1 800 838 8335. ALL LOANS SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN OTHER RESTRICTIONS AND LIMITATIONS MAY APPLY. EQUAL HOUSING LENDER.</p>					

Here's how we determined your Finance Charge*: Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	PERCENTAGE FINANCE CHARGE	ANNUAL PERCENTAGE RATE
Cash	0.00000%	\$0.00	\$0.00	\$0.00	21.74%	0.00%
Purchases	0.04000%	\$787.34	\$0.00	\$0.00	14.74%	14.74%
Unsettled Balances	0.04000%	\$0.00	\$0.00	\$0.00	14.74%	14.74%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-6034 or write P.O. BOX 10890, Washington, DE 19999-0890. Para Servicio al Cliente en Español: 1-800-343-5664

Page 1 of 1

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 08/14/2006	NEW BALANCE \$ 788.24	MINIMUM DUE \$16.00
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CAROLINE MAYORGA
8529 101ST ST APT 2R
RICHMOND HILL NY 11418-4119

Facsimile Copy



Chase Platinum MasterCard
ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE \$ 788.24	PAYMENT DUE DATE 08/14/2006	TOTAL CREDIT LINE \$800	TOTAL AVAILABLE CREDIT \$20	STATEMENT CLOSING DATE 08/02/2006
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Here is your Account Summary:

	TOTAL
Previous Balance	\$788.00
(+) Payments, Credits	16.00
(-) Purchases, Cash, Debits	0.00
(-) FINANCIAL CHARGES	0.24
(-) New Balance	788.24
Minimum Payment Due	\$16.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
08/17	08/17	0001	PAYMENT PROTECTOR AT \$1.70 PER \$1000 TELLER PAYMENT CASH - THANK YOU	16.00	0.00
Total of your credits and charges				16.00	0.00
<p>OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK BAKING! FREE EMAIL ALERTS! FREE ACCESS TO OVER \$800 CHASE AND BANK ONE ATMs NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY!</p> <p>FOUND THE HOME OF YOUR DREAMS? TALK TO CHASE HOME FINANCE FIRST. AND GET SPECIAL SAVINGS ON YOUR CLOSING COSTS. CALL A CHASE MORTGAGE CONSULTANT TODAY AT 1-800-834-6335. ALL LOANS ARE SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.</p>					

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.000000%	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Purchases	0.001072%	\$788.24	\$0.16	\$0.16	14.12%	14.12%
Transferred Balance	0.001072%	\$0.00	\$0.00	\$0.00	14.12%	14.12%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-6001 or write P.O. BOX 15883, Wilmington, DE 19800-0883. Para Servicio al Cliente en Español: 1-800-645-6454

ACCOUNT NUMBER: 5179 4575 3000 4288

 PAYMENT DUE DATE 07/17/2008
 NEW BALANCE \$ 707.57
 MINIMUM DUE \$15.00

 CAROLINE MAYORGA
 8529 101ST ST APT 2R
 RICHMOND HILL NY 11418-1110

Facsimile Copy


 Chase Platinum MasterCard
 ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$ 707.57	07/17/2008	\$0.00	\$0.00	06/22/2008

Here is your Account Summary:

	TOTAL
Previous Balance	\$706.34
(+) Payments, Credits	15.00
(-) Payments, Cash, Debits	0.01
(*) FINANCE CHARGES	15.32
(*) New Balance	707.57
Minimum Payment Due	\$15.00

Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTION	CREDITS	CHARGES
06/01	06/01	00001	PAYMENT PROTECTOR AT 8.75% PER YEAR TELLER PAYMENT CASH - THANK YOU	15.00	0.01
Total of your credits and charges				15.00	0.01
DUE TO IMPROVEMENTS BEING MADE TO OUR ELECTRONIC PAYMENT SERVICE, WE WILL NOT BE ABLE TO PROCESS EPAYS FROM WED, JULY 23TH AT 4:00 P.M. UNTIL MON, JULY 28TH AT 8:00 A.M. EASTERN TIME. WE THANK YOU FOR YOUR PATIENCE AND APOLOGIZE FOR ANY INCONVENIENCE THIS MAY CAUSE. OPEN A CHASE FREE CHECKING ACCOUNT WITH DIRECT DEPOSIT! FREE ONLINE CHECK IMAGING! FREE EMAIL ALERTS! FREE ACCESS TO OVER 6,000 CHASE AND BANK ONE ATMs NATIONWIDE! FREE CHASE ONLINE BILL PAYMENT! CHASE FREE CHECKING WITH DIRECT DEPOSIT! VISIT A BRANCH OR WWW.CHASE.COM TODAY! FOUND THE HOME OF YOUR DREAMS? TALK TO CHASE HOME FINANCE FIRST, AND GET SPECIAL SAVINGS ON YOUR CLOSING COSTS. CALL A CHASE MORTGAGE CONSULTANT TODAY AT 1-800-830-8336. ALL LOANS ARE SUBJECT TO CREDIT AND PROPERTY APPROVAL. CERTAIN RESTRICTIONS AND LIMITATIONS APPLY. EQUAL HOUSING LENDER.					

Here's how we determined your Finance Charge*: Days in Billing Cycle: 33

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.00025%	\$0.00	\$0.00	\$0.00	21.00%	0.00%
Purchases	0.00107%	\$701.33	\$15.32	\$15.32	14.50%	14.50%
Unpaid Balance	0.00107%	\$0.00	\$0.00	\$0.00	14.50%	14.50%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0001 or write P.O. BOX 15850, Washington, DC 20005-0850. Para Servicio al Cliente en Español: 1-800-545-0464

ACCOUNT NUMBER: 5179 4575 3000 4288

PAYMENT DUE DATE 08/14/2008
 NEW BALANCE \$ 798.43
 MINIMUM DUE \$15.00

CAROLINE MAYORGA
 8529 191ST ST APT 2R
 RICHMOND HILL NY 11418-1119

Facsimile Copy



CHASE FIDELITY STARBUCKS CARD
 ACCOUNT NUMBER: 5179 4575 3000 4288

NEW BALANCE \$ 798.43	PAYMENT DUE DATE 08/14/2008	TOTAL CREDIT LINE \$999	TOTAL AVAILABLE CREDIT \$4	STATEMENT CLOSING DATE 07/28/2008
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Here is your Account Summary:

	TOTAL
Previous Balance	\$797.87
(+) Payments, Credits	21.01
(*) Purchases, Cash, Debits	0.00
(*) FINANCE CHARGES	0.57
(=) New Balance	798.43
Minimum Payment Due	\$15.00

Here are your Charges and Credits at a glance:

TRAIL DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDIT	CHARGE
08/08	08/08	1001	PAYMENT PROTECTION REFUND	21.01	
07/28	07/28	AFEL	PAYMENT THANK YOU		15.00
Total of your credits and charges				21.01	0.00

Here's how we determined your Finance Charge*: Days in Billing Cycle: 28

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TOTAL FINANCE CHARGE	MONTHLY ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.0000%	\$0.00	\$0.00	\$0.00	22.24%	0.00%
Purchases	0.04179%	\$798.78	\$0.57	\$0.57	15.34%	15.34%
Unpaid Previous Balance	0.04179%	\$0.00	\$0.00	\$0.00	15.34%	15.34%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer service 24 hours a day, 7 days a week, toll-free at 1-800-334-0801 or visit P.O. BOX 10000, Wilmington, DE 19899-0800. Para Servicio al Cliente en Español: 1-800-343-0464

Statement for account number: 9179 8578 2096 4286

New Balance

Payment Due Date

First Due Amount

Minimum Payment

CHASE

Amount Due

[REDACTED]

Make your checks payable to Chase Card Services.
For details see back. Please do not.

53774575300042860007088700839680000002

NEW YORK, NY

CHASE BANK, N.A.
200 WALL STREET, NEW YORK, NY 10038-1110

[REDACTED]

CUSTOMER SERVICE
PO BOX 19150
WASHINGTON DC 20006-9150

45000180286 40375300042864

CHASE

Statement Date: 07/1/12
Payment Due Date: 07/15/12
Minimum Payment Due: \$75.00CUSTOMER SERVICE
In U.S. 1-800-426-7827
Outside U.S. 1-800-426-7827
TDD 1-800-426-7827
Outside U.S. toll number: 1-800-854-4286

MONTHLY ACCOUNT SUMMARY

Previous Balance	Payments, Credits	Finance Charges	New Balance	Card Limit	Available for Cash	Card Limit	Available for Cash
\$750.00	\$250.00	\$10.00	\$510.00	\$500.00	\$500.00	\$500.00	\$500.00

Your card and account is past due. Please pay immediately.
Call 1-800-854-4286 (toll-free 1-800-854-4286) today.

An example for how payments were processed when your account remained in the delinquent state.

FINANCIAL SUMMARY

Previous balance \$750.00
Payments received on purchases \$250.00
New total balance \$510.00

To reduce your Finance Payments penalty, call
1-800-854-4286, or log on to
www.Chase.com/penalty for 24-hour
access to your account program.

TRANSACTIONS

Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
07/01		LAX FEE		\$5.00
07/01		OVERSEAS FEE		\$5.00

FINANCE CHARGES

Category	Daily Periodic Rate	Corresponding APY	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	17.99%	21.49%	\$750.00	\$10.00	\$5.00	\$15.00
Cash advances	17.99%	21.49%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$15.00

Effective Annual Percentage Rate (APR): 18.49%

Please see reverse side for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees - such as each advance and balance transfer fee - expressed as a percentage.

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on hand is incorrect.

Street Address

City

State

Zip

Home Phone

Work Phone

E-mail Address

Comments/Other Issues

[Redacted text block]

[Redacted text block]

Address Change Request

Please provide information below any of the address information on this document.

Street Address _____

City _____

State _____

Zip _____

Home Phone _____

Work Phone _____

E-mail Address _____

[REDACTED]

NOTE

CHASE

Statement for account number: 8179 4878 2000 4200

New Balance \$1,291.00 Payment Due Date 01/15/12 Paid Due Amount \$101.00 Minimum Payment \$20.00

Amount Due: [REDACTED]

117948780004200000510300123163000000

RECEIVED ALL BY 1/16/12

4500011010: 40375300042884

CHASE

Statement Date: 1/15/12 Statement Due Date: 01/15/12 Minimum Payment Due: \$20.00

CHASECARD ACCOUNT SUMMARY Account Number: 8179 4878 2000 4200

Paid on 1/15/12	\$1,193.10	Total Credit Line	\$800
Purchases, Cash, Other	+ \$74.80	Available Credit	\$0
Payment Charges	+ \$27.47	Cash Advance Line	\$0
New Balance	\$1,291.37	Available for Cash	\$0

ACCOUNT INFORMATION

PAID NEW YORK
Washington, DC 2000-4200

PAYMENT ADDRESS
P.O. Box 1940
Washington, DC 20004-1940

VERY IMPORTANT:
www.chase.com/important

Review your purchase credit card statement and confirm your credit rating. We can help you learn more about Chase. Call 1-800-935-7878 (press 1-800-935-4200) to see if you qualify for one of our corresponding payment plans.

PLASTIC REWARDS SUMMARY

Purchase points balance
Points earned to purchase this period
New total points balance

To redeem your Plastic Rewards points, call 1-800-935-4200, or log on to www.ChaseRewards.com for 24-hour access to your rewards program.

TRANSACTIONS

Date	Reference Number	Merchant Name or Transaction Description	Credit	Amount	Debit
1/15/12	CHASECARD	CHASECARD			\$1,291.37
1/15/12	CHASECARD	CHASECARD			\$1,291.37

FINANCE CHARGES

Category	Daily Penalty Rate	Corresponding APR	Average Daily Balance	Finance Charge Due To Penalty Rate	Transaction Fee	FINANCE CHARGES
Purchases	0.0775%	26.24%	\$1,193.10	\$27.47	\$0.00	\$27.47
Cash advance	0.0775%	26.24%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$27.47

Illustrative Annual Percentage Rate (APR) 26.24%

Please see www.chase.com for full terms, conditions, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Illustrative APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NOTES

To help you reduce your balance more quickly, your minimum payment calculation is changing. This will ensure that your principal balance is reduced by at least 1% each month. For more information about how this change affects you, please see the enclosed.

Play today, pay us to
www.chase.com/important
to get, receive, and track

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on file is incorrect.

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

[REDACTED]

Statement for account number 5179 4579 9999 4599

Item	Amount	Payment Due Date	Post Due Amount	Minimum Payment
New Balance	\$1,200.00	02/05/12	\$120.00	\$30.00

CHASE

Account Number: [REDACTED]

Make your check payable to Chase Bank, N.A.

5179 4579 9999 4599

CHASE BANK, N.A.
200 WALL STREET
NEW YORK, NY 10038-1111

CHASE BANK, N.A.

CARDHOLDER SERVICE
PO BOX 9999
WASHINGTON DC 20009-0999

CHASE BANK, N.A.

43000160246 403753000428846

CHASE

Statement Date: 02/05/12
Payment Due Date: 02/05/12
Minimum Payment Due: \$30.00

CHARGE - 01/05/12
\$1,200.00

CUSTOMER SERVICE
In U.S. 1-800-432-7877
Outside U.S. 1-800-432-7877
TDD 1-800-432-7877
Outside U.S. 1-800-432-7877

STATEMENT ACCOUNT SUMMARY

Category	Amount	Category	Amount
Purchase Balance	\$1,200.00	Total Credit (Inc)	\$0.00
Purchase, Cash, Debit	\$1,200.00	Available Credit	\$0.00
Finance Charge	\$30.00	Cash Advance Line	\$0.00
New Balance	\$1,230.00	Available for Cash	\$0.00

P.O. Box 9999
Washington, DC 20009-0999

PAYMENT ADDRESS
P.O. Box 9999
Washington, DC 20009-0999

MENT ON AT
www.chase.com/statement

We use two lines to improve your credit rating. We use both your total credit and your payment history to calculate your credit score.

FINANCE & DISBURSEMENT SUMMARY

Category	Amount
Purchase credit balance	\$0.00
Points earned on purchases this period	0
New total points balance	0

To redeem your Chase Rewards points, call 1-800-432-7877, or log on to www.ChaseRewards.com for 24-hour access to your rewards program.

TRANSACTIONS

Date	Reference Number	Merchant Name or Transaction Description	Amount	Chase	DAI
02/01	0000000000	CHASE BANK	\$120.00		
02/01	0000000000	CHASE BANK	\$120.00		

FINANCE CHARGES

Category	Daily Periodic Rate	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchase	17.99%	20.34%	\$1,200.00	\$30.00	\$0.00	\$30.00
Cash advance	17.99%	20.34%	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges						\$30.00

Effective Annual Percentage Rate (APR) 20.34%

Please see reverse side for finance computation method, grace period, and other important information.

The Corresponding APR to the rate of interest you pay when you use a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees - expressed as a percentage.

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on file is incorrect.

Street Address:

City:

State:

Zip:

Home Phone:

Work Phone:

E-mail Address:

[REDACTED]

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information has not changed.

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

[REDACTED]

CONSUMER CREDIT TRANSACTION

IMPORTANT! YOU ARE BEING SUED! THIS IS A COURT PAPER - A SUMMONS. DON'T THROW IT AWAY! TALK TO A LAWYER RIGHT AWAY! PART OF YOUR PAY CAN BE TAKEN FROM YOU (GARNISHED). IF YOU DO NOT BRING THIS TO COURT, OR ASK A LAWYER, YOUR PROPERTY CAN BE TAKEN AND YOUR CREDIT RATING CAN BE RUINED! YOU MAY HAVE TO BRING THESE PAPERS TO THIS COURT RIGHT AWAY. THE CLERK (PERSONAL APPEARANCE) WILL HELP YOU!! CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP.

Plaintiff

-Against-
CAROLINE MAYORGA
Defendant(s)

SUMMONS

Plaintiff's Address
5190 NEIL RD SUITE 430

Reno NY 89503

Defendant's Address Defendant's address

10240 184TH ST

HOLLIS NY 11443

051976

The basis of the venue is: A defendant resides in the County of QUEENS; the subject matter consumer credit transaction took place in the County of QUEENS

TO THE ABOVE NAMED DEFENDANT(S):
YOU ARE HEREBY SUMMONED TO APPEAR IN THE CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF QUEENS AT THE OFFICE OF THE CLERK OF THE SAID COURT AT 85-17, SUPTEN BLVD JAMAICA, NY 11435 WITHIN THE TIME PROVIDED BY LAW AS NOTED BELOW AND TO FILE YOUR ANSWER TO THE ANNEXED COMPLAINT WITH THE CLERK; UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE SUM OF \$1444.35 AND ATTORNEY FEES OF \$288.87 WITH INTEREST THEREON FROM THE DAY OF February 28, 2006 AT THE RATE OF 9%, TOGETHER WITH THE COSTS OF THIS ACTION. A COPY OF YOUR ANSWER SHOULD BE SERVED BY MAIL UPON THE ATTORNEYS FOR THE PLAINTIFF, SHARINN & LIPSITZ, P.C.
DATED: May 16, 2009

Signature (Rule 130-1.1-4(b))

Attorney Moring
SHARINN & LIPSITZ, P.C.
333 LITTLE OXINGTON BLVD, STE 302
UNIONDALE, NEW YORK 11553
(516) 873-6600

NOTE: The law provides that:

- (a) if this summons is served by its delivery to you personally within the CITY OF NEW YORK you must appear and answer within 20 days after such service; or
- (b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY (30) days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.
- (c) Where a defendant appears by an attorney, a copy of his answer shall be served upon the plaintiff's attorney, or upon the plaintiff if the plaintiff appears in person, at or before the time of filing the original answer with proof of service thereof.
- (d) In any action arising from a consumer credit transaction, if the form of summons provided for in subdivision (b) of this section is used:

DEPENDANTS P.O.B.:

Client:

Account: 5179457530004288

Claim #: AACAS889

WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TRANSACCION DE CREDITO DEL CONSUMIDOR
IMPORTANTE! UST. HA SIDO DEMANDADO!
ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

INO LA BOTE U CONSULTA CON SU ABOGADO ENSEGUIDA! LE PUEDEN QUITAR PARTE DE SU SALARIO (EMBARGARLO) SI UD. NO SE PRESENTA EN LA CORTE. CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES (PROPIEDAD) Y PERJUDICAR SU CREDITO! TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTAS) SI UD. NO TIENE DINERO PARA UN ABOGADO TRAMITA ESTOS PAPELES A LA CORTE INMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA.

CORTE CIVIL DE LA CIUDAD DE NUEVA YORK
CONDADO DE QUEENS
FIRST RESOLUTION INVESTMENT CORP.

Demandante,
CAROLINE MAYORCA
Demandado,

CITACION

La direccion del demandado
5190 NIEL RD SUITE 438
Reno NV 89502
La direccion del demandado es
10248 134TH ST HOLLIIS NY 11433
Otra direccion:

Al demandado arriba mencionado:

USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York Condado de QUEENS a la oficina del Jefe Principal de dicha Corte en 89-17 SUITELIN BLVD JAMAICA, NY 11435 en el Condado de QUEENS Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun la indicado abajo y a presentar en respuesta a la demanda al Jefe de la corte; si usted no comparece a contestar, se readira sentencia contra usted en la suma de \$1,444.35 y los honorarios del abogado por la suma de \$288.67 con intereses desde February 28, 2006.

Signature (Rule 130-1.1-a(b))

Amador Moreno

SHARINN & LIPSHIE, P.C.
Abogado del demandado
333 EARLE OVINGTON BLVD, STE 302
UNIONDALE, NEW YORK 11553
(516) 873-6600

Fecha May 18, 2009

NOTA: La Ley provee que:

- (a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responder dentro de VEINTE (20) dias despues de la entrega; O
(b) Si esta citacion es entregada a otra persona que no sea usted personalmente, o si fuera entregada fuera de la ciudad de Nueva York, o por medio de publicacion, o por otros medios que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene TREINTA (30) dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

DEMANDAD P.O.B.

NOSOTROS SOMOS CORRADORES DE BRUDAS. NUESTRA INTENCION ES COBRAR LA BRUDA Y CUALQUIER INFORMACION OBTENIDA SERA USADA PARA ESTE PROMISITO.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

FIRST RESOLUTION INVESTMENT CORP.

Plaintiff,

VERIFIED
COMPLAINT-Against-
CAROLINE MAYORGA

Defendant(s)

Plaintiff, by its attorneys SHARINN & LIPSHITZ, P.C. complaining of the defendant(s), respectively, alleges:

1. That the plaintiff is duly licensed by the New York City Department of Consumer Affairs to collect debts in NYC. The NYC Dept. of Consumer Affairs License number for the plaintiff is 1276837.
2. That at all times hereinafter mentioned, the Plaintiff, FIRST RESOLUTION INVESTMENT CORP A/A/O UNIFUND CCR PARTNERS A/A/O CHASE BANK USA N.A. is a corporation with offices located at 3190 NEIL RD SLITR 430 Reno NV 89502.
3. That upon information and belief the Defendant(s) is/are and at all times hereinafter mentioned was/were a resident of the county where this action is brought.
4. The agreement set out upon herein was duly assigned to Plaintiff and notice thereof was duly given to Defendant(s).
5. That there are monies due from Defendant(s) to Plaintiff, plus agreed and for reasonable attorney fees, if any, for charges incurred and/or loans granted in connection with credit card(s) issued by Plaintiff's assignor pursuant to credit card agreement(s) made in compliance with the law, a copy of which agreement(s) were duly mailed to Defendant(s), on which there is a balance due of \$1,444.35, and that in addition there is due attorney fees of \$288.87, making a total sum due from Defendants to Plaintiff of \$1,733.22, no part of which sum has been paid, although due and duly demanded.

6. The above debt arises from account number 5179457530004288.
WHEREFORE, plaintiff demands judgment against defendant(s) for the sum of \$1,444.35 with interest thereon from February 28, 2006, and attorney fees of \$288.87 plus costs and disbursements of this action.

Signature (Rule 130-1.1-a(b))

Dated: May 18, 2009
Unionsdale, New YorkSHARINN & LIPSHITZ, P.C.
333 Erie Ovington Blvd
Unionsdale, New York 11553
(516)873-6600STATE OF WASHINGTON
COUNTY OF WHATCOM

ANGEL PAGE BEING DULY SWORN, DEPOSES AND SAYS:

Deposent is the RECORDS CUSTODIAN of the plaintiff, and deposent makes this verification because he/she is familiar with the records maintained by plaintiff. Deposent has read the foregoing complaint and knows the contents thereof to be true. The grounds of deposent's belief as to all matters not stated upon deposent's own knowledge are as follows: records belonging to plaintiff (s) in possession of deposent.

Sworn to before me this
21st day of MAY, 2009Notary Public
State of Washington
JEFF NICOLA GARGARO
MY COMMISSION EXPIRES
November 01, 2011Client Acct # 5179457530004288
Claim # AAL-11-0009ANGEL PAGE
RECORDS CUSTODIAN***WE ARE DEBT COLLECTORS. THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE***



Affidavit of Service

CIVIL COURT OF THE CITY OF NEW YORK - COUNTY OF QUEENS
District: Queens
Part:

FIRST RESOLUTION INVESTMENT CORP

- against -

CAROLINE MAYORGA

PLAINTIFF/ PETITIONER(s)

DEFENDANT(s) / RESPONDENT(s)

Address: 541P
File No: AAC2855
Mortgage:
Internal ID: 10000
Index: 061976-1/1
NAC Prev: 0700000

STATE OF NEW YORK, COUNTY OF NASSAU: ss:

MICHAEL BALLATO, BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION AND IS OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on 08/19/2009 at 02:30 PM at 12948 164TH STREET PRV. HSE, HOLLS, NY 11423, deponent served the within SUMMONS AND VERIFIED COMPLAINT bearing Index Number and Filing Date endorsed thereon, on CAROLINE MAYORGA, defendant therein named

☒ SUITABLE

AGE PERSON

By delivering 1 true copy(ies) thereof to and leaving with 'JANE DOE' CO-OCCUPANT a person of suitable age: 1
domicile at the above address, the said premises being the defendant's residence during place with the St. -
New York.

☒ MAILING

Deponent complied service under the last two sections by depositing 1 copy(ies) of the above described papers post paid, properly addressed envelope in an official depository under the exclusive care and custody of the United States Post Office in the State of New York, on 08/23/2009 addressed to the defendant, CAROLINE MAYORGA, at the above address with the envelope bearing the legend "PERSONAL AND CONFIDENTIAL" and did not indicate or outside thereof that the communication was from an attorney or concerned an action against the defendant(s).

DEPONENT DESCRIBED THE INDIVIDUAL AS FOLLOWS:

Sex:	Approx. Age:	Approx. Height:	Approx. Weight:	Color of Hair:	Color of Hair:
Female	40 to 49 yrs	5-4 to 5-7 ft	125 to 140 lbs	Brown	Brown

Other: REFUSED TO REVEAL NAME

Deponent asked the indicated person whether the defendant and/or present occupant was presently in the military service of the United States Government or on active duty in the military service in State of New York or a dependent of anybody in the military and was to defendant and/or present occupant was not.

Sworn to before me on 08/23/2009

[Signature]
JANE SMILEY
Notary Public, State of New York
No. 01032000007
Qualified in Nassau
Commission expires 07/21/2011

MICHAEL BALLATO
license no. 0676165

2009 SEP 29 PM 12:41

Civil Court of the City of New York
County of Queens

00095889

Index No: CV-081976-09/JU

TRST RESOLUTION INVESTMENT CORPORATION

-against-
AROLINE MAYORGA

ANSWER IN PERSON
CONSUMER CREDIT TRANSACTION

Defendant: CAROLINE MAYORGA, at 10248 184TH ST, Hollis, NY 11423- , answers the Complaint as
ated: 10/06/2009
(Check all that apply)

General Denial: I deny the allegations in the complaint

SERVICE

I did not receive a copy of the summons and complaint

I received the Summons and Complaint, but service was not correct as required by law.

DEFENSES

☒ I do not owe this debt.

I did not incur this debt. I am the victim of identity theft or mistaken identity.

I have paid all or part of the alleged debt.

I dispute the amount of the debt.

I do not have a business relationship with Plaintiff. (Plaintiff lacks standing.)

The NYC Department of Consumer Affairs shows no record of plaintiff having a license to collect a debt.

Plaintiff does not allege a debt collection license number in the Complaint.

Statute of Limitations (the time has passed to sue on this debt: more than six years.)

The debt has been discharged in bankruptcy.

The collateral (property) was not sold at a commercially reasonable price.

Unjust enrichment (the amount demanded is excessive compared with the original debt.)

Violation of the duty of good faith and fair dealing.

Unconscionability (the contract is unfair.)

Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)

Defendant is in the military.

Other:

OTHER

Please take notice that my only source of income is _____, which is exempt from collection.

COUNTERCLAIM

Counterclaim(s): \$ Reason:

his case is scheduled to appear on the calendar as follows: April 19, 2010 in Part 11 - Self Represented Non-Jury,
room 101 at 9:30 AM Both sides notified:

Shardán & Lipshie PC (Counsel for Plaintiff)
333 Marie Ovington Blvd, Suite 302
Uniondale, NY 11553

FILED
GENERAL CLERK
02-06-2012
CIVIL COURT - QUEENS COUNTY

AACA5889

CHASE

BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated April 1, 2007 between Seller and United Portfolio A, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of October 15, 2007 all rights, title and interest of Seller in and to these certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on October 25, 2007 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.
ABA 103100021
Beneficiary Name: Chase Bank USA, N.A.
Beneficiary Account: 6304-023483

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

By: 

Date: October 16, 2007

Title: Vice President

United Portfolio A, LLC

By: 

Date: October 16, 2007

Title: Vice President, Agreements

unifund

Unifund OCR Partners

BILL OF SALE

Unifund OCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund OCR Partners and FIRST RESOLUTION INVESTMENT CORPORATION ("Buyer"), dated as of June 19, 2008 (the "Agreement"), does hereby sell, assign, and transfer to Buyer all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Exhibit 1 hereto, without recourse and without representation or warranty of collectability, or otherwise, except to the extent stated in the Agreement.

Executed on June 19, 2008

UNIFUND OCR PARTNERS

By 
Joel Brantley
Director of Sales & Marketing

WELLS FARGO BANK, N.A.

1. ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. The entire agreement may be in separate parts, including this document and a "Terms and Conditions" addendum that is separately made a part of this agreement. We authorize you to pay for any charge your account for all transactions made on your account, as well as any fees or finance charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you. Please sign the back of your credit card when you receive it. We will be bound by this agreement if you or anyone authorized to receive your account for any purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "terms" refers to all terms, conditions or other account documents, such as account numbers, that we have issued to you to which you will refer under this agreement.

2. USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law we will not be responsible for transactions or services purchased or issued through use of your account. You promise to use your account only for valid and lawful transactions. For example, Internet gambling may be legal in some places, it is not our responsibility to make sure that you use your account only for possible transactions, and you will remain responsible for paying for a transaction even if it is not possible.

Types of Transactions

• **Purchases:** You may use your card to pay for goods or services. • **Checks:** We may permit you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. You may not use these checks to transfer balances to the account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks may also be subject to an authorization check.

• **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow, that you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.

• **Cash Advances:** We may use your card to get cash from automatic teller machines, or from financial institutions accepting the card or to obtain advance checks, money orders, money orders, wire transfers or other cashless payment or to obtain money orders, money orders, wire transfers or other cashless payment or to obtain money orders. You may also use a third party service to obtain a payment to your bank and bill the payment to this account. Cash Advances may also be subject to an authorization check.

• **Authorized Signature:** If all funds of eligible checking account with one of our related banks, you may link this account to your checking account with our related banks under an agreement or that checking account under the terms of this agreement and your checking account agreement.

Billing Cycle: In order to manage your account, we divide time into periods called "billing cycles." Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether

[illegible][illegible]

[REDACTED]

[REDACTED]

[REDACTED]

will be in the name of those other people.

If you think we have reported inaccurate information in a credit bureau, you may write to us at the Creditbureau Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will correct each credit bureau in which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you no longer dispute the information.

11. NOTICE/CHANGE OF PERSONAL INFORMATION

We will send cards, billing statements and other notices to you at the address shown on our files. If this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account. If you change your name, address, or home or business telephone number or email address, let us know by sending billing statements or other notices on that you must notify us immediately in writing of the address shown on the back of your billing statement. We can also accept, except mailing address corrections from the United States Postal Service.

12. TELEPHONE SHORTCUTS AND RECORDING

We use, if applicable, our agents, how often to and record your telephone calls within the scope that you, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

We may use the information you provide to us for purposes of marketing other products and services to you. We may also use the information you provide to us for purposes of marketing other products and services to you. We may also use the information you provide to us for purposes of marketing other products and services to you.

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13. YOUR RIGHTS UNDER THE FCRA

This notice contains important information about your rights and our responsibilities under the Fair Credit Reporting Act. If you think your bill is wrong, or if you need more information about a transaction on your billing statement, write to us at the Creditbureau Service address shown on your billing statement. Write to us as soon as possible. We must have from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

14. YOUR RIGHTS UNDER THE FCRA

In your letter, give us the following information:

- The name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the last year you are not done about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any account you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Your Rights About Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have contacted the error by phone. Within 60 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our investigation shows that actually you owe less than we reported, we will report you as delinquent only for the amount you actually owe.

Within 10 days after we tell you we will return to you we must tell you the result of our investigation. If you have a question about your bill, and we want to tell you the result of our investigation, we must tell you in writing. We must tell you the result of our investigation within 10 days of when we received your letter. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

If you have a purchase with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to stock transactions. There are no limitations on this right.

If you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address and (a) The purchase price must have been more than \$50.00.

These limitations do not apply if you own or operate the merchant, or if we mailed you the merchandise for the property or services.

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INDEX # 081976-09
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS
FIRST RESOLUTION INVESTMENT CORP AIAO
UNIFUND CCR PARTNERS AIAO CHASE BANK USA NA

-against-

CAROLINE MAYORGA

NOTICE OF MOTION

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and upon reasonable inquiry, that the contentions contained in the annexed document are not frivolous.

AMANDA MORENO
SHARINN & LIPSHIE, P.C.
Attorney for Plaintiff
333 Earle Ovington Blvd., Ste 302
Uniondale, New York 11553
(516) 873-6600